User Guide

AT&T EverThere™

BC

Welcome To Care That's There

Thank you for choosing AT&T EverThere. You'll soon enjoy new freedom and a more independent way of life.

This user guide provides key information about EverThere, including Important Safety Information. Please review it carefully and keep it nearby for reference.

This user guide also contains your EverThere Customer Agreement. By opening, using, or registering AT&T EverThere, you accept that Agreement, which requires the use of arbitration.

If you have questions that are not addressed in the user guide, please call the Care Center.

A larger print version of this document is available for download at att.com/EverThere, in the Helpful Information section.

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About AT&T EverThere

AT&T EverThere is portable peace of mind—24/7 connection and protection, wherever you are, whenever you need it. With AT&T EverThere, help is just a button push away, in the home or on the go.

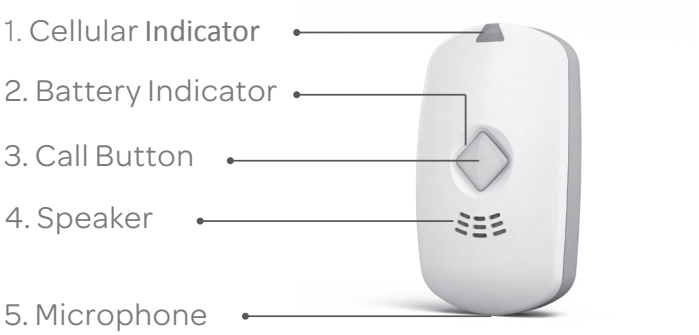
AT&T EverThere uses sophisticated fall detection technology that is fast, accurate, and reliable. In the event of a fall, you are put in contact with our Care Center, who will notify appropriate responders, as well as your loved ones. GPS (Global Positioning Satellite) technology determines your location. With AT&T EverThere, help is only moments away.

What's in the Box

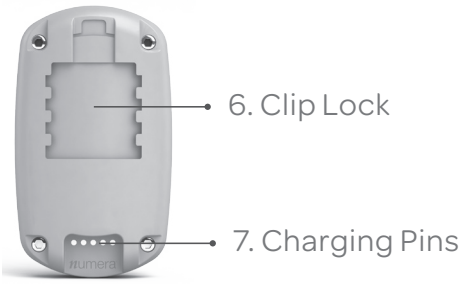
EverThere Charger Power Cord Lanyard

Belt Clip Quick Start User Guide

AT&T EverThere Overview

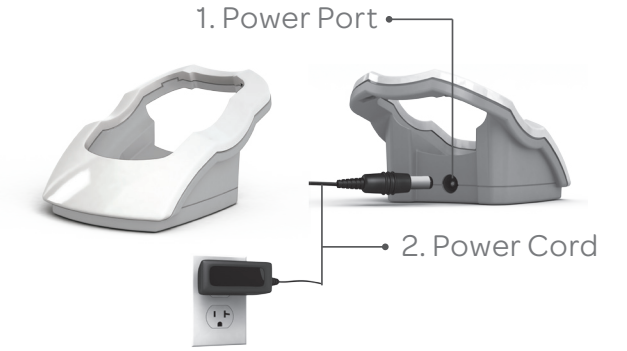


1. Cellular indicator shows cellular signal strength
1. Battery indicator, which surrounds the call button, shows battery status
1. Call button, when pushed, initiates a two-way call to the Care Center
1. Speaker allows you to hear the Care Center
1. Microphone allows response team to hear you



1. Clip lock enables you to affix a lanyard clip or belt clip
1. Charging pins connect AT&T EverThere to the charger

Charger Overview



1. Power port is where the low voltage barrel connector of the power cord connects to the charger

1. Power cord connects the charger's power port to a standard wall outlet

Important Safety Information

For proper operation, AT&T EverThere requires adequate cellular coverage. Poor cellular coverage may result in the inability to place a call, automatically detect a fall, and/or properly locate you automatically during an emergency. Check with the Care Center for known coverage limitations.

AT&T EverThere is not a replacement for regular contact with caregivers or access to an alternative means of placing an emergency call.

If you experience a fall that causes actual or potential injury, do not wait for the automatic call. You should always press the call button manually if you are able.

As with all location-based services, it may not always be possible to determine your location. Multi-level buildings, parking garages, and even dense urban areas can make it difficult for satellites and cell phone towers to locate your exact location. In an emergency, please provide the Care Center with as much information as possible about your location.

AT&T EverThere requires adequate battery charge for proper operation. Low battery may result in the inability to place a call, automatically detect a fall, and/or properly locate you automatically during an emergency.

AT&T EverThere is designed to be worn in the shower, not bath. Usage other than as directed may result in the inability to place a call, automatically detect a fall, and/or properly locate you automatically during an emergency.

Use only the AT&T-provided charger and power cord. Keep charger and power cord away from water.

Locate AT&T EverThere and power cord lines in a place where no one can trip on a cord. Make sure that cords are not frayed, walked upon, or pinched by other objects.

Use only the AT&T-provided lanyard.

To reduce risk of strangulation, the AT&T EverThere lanyards are designed to break apart under certain conditions. Any cord worn around the neck, however, can pose a risk of strangulation, including the possibility of death and serious injuries. AT&T EverThere users who use wheelchairs, walkers, beds with guard rails, or other protruding objects upon which the cord can become tangled should take extra care with the lanyard to ensure that it does not get caught or tangled.

⚠ Do not modify AT&T EverThere in any way.

⚠ Do not dismantle AT&T EverThere at any time, as this will void the warranty.

⚠ AT&T EverThere is not ready for use until it is activated.

⚠ The battery in AT&T EverThere is not designed to be removed or replaced. There is a risk of explosion, possible injury, death or other serious adverse reactions if the battery is tampered with, replaced with an incorrect type or manipulated in any way.

⚠ Hold AT&T EverThere a minimum of 1 inch away from your body with the microphone near your mouth to complete an emergency call.

⚠ Please read this entire User Guide carefully.

Turning On and Off

To turn AT&T EverThere on, press the call button and hold it until the battery indicator flashes. AT&T EverThere will play music while it starts up. Once connected, AT&T EverThere will play a message: "Your AT&T EverThere is ready."

Placing AT&T EverThere into the charger will turn it on automatically.

To turn AT&T EverThere off, press the call button twice, holding down the second press for 7 seconds. AT&T EverThere will play a message announcing that you have requested to turn it off and then will ask you to confirm by pressing the call button one more time. If done correctly, AT&T EverThere will play the following message: "Powering off now. Good bye."

Note: When you first receive AT&T EverThere, leave it in the charger for 4 hours.

Activation and Set Up

➲ Step 1: Activate and Set Up AT&T EverThere

1. Plug the small round end of the power cord into the power port located in the back of the charger. Plug the large end of the power cord into a standard wall outlet.

1. Place AT&T EverThere into the charger. While charging, the cellular and battery indicators will be on and show your current cellular signal strength and level of battery charge.

1. AT&T EverThere will automatically turn on when placed in the charger and will play a short start up tone, followed by a message indicating it is ready for its first use: "We are activating your personal mobile resonder. We will notify you when activation is complete." AT&T EverThere will automatically receive any updates and, once activated on the cellular network, will say: "Activation is now complete. We are resetting your personal mobile responder so it is ready for your use. One moment please." Allow up to a minute for AT&T EverThere to restart.

1. AT&T EverThere will then play a message: "Thank you for your purchase. This is a reminder you're being provided service in accordance to the terms and conditions detailed in your Customer Agreement. AT&T EverThere will notify your response team when it detects a fall. With one touch of the Call Button, the Care Center will be available to assist you and will determine your location so help can reach you."

1. To register your AT&T EverThere with the Care Center, AT&T EverThere will say: "It's time to meet the Care Center. Please

press and hold the call button down to connect to the Care Center now."

1. Press and hold the call button until AT&T EverThere initiates the call. AT&T EverThere can remain in the charger during the call to the Care Center.

1. Listen for the audio message: "Calling the Care Center now. Please hold the device and position the microphone near your mouth to complete your call."

1. When you complete the call with the Care Center, AT&T EverThere will be set up.

➲ Step 2: Charge AT&T EverThere

1. Leave AT&T EverThere in the charger for 4 hours.

1. Once you've charged EverThere for 4 hours and the light is solid green, it is ready to bring you Care That's There.

Important: AT&T EverThere is not ready for use until you have completed the set up call with the Care Center and, following that call, have charged AT&T EverThere in the charger for 4 hours.

Note: If AT&T EverThere does not power on and begin the activation process or cannot detect a cellular network, call the Care Center. Contact information can be found on the back cover of this user guide.

➲ Step 3: Review this User Guide

The User Guide is a helpful resource that you'll want to keep handy for future reference. Along with Important Safety Information, the User Guide will help you understand everything that AT&T EverThere can bring to your life—please review it carefully!

Battery Indicator

The battery indicator, which surrounds the call button, shows the level of battery charge.

- When the battery indicator is green, AT&T EverThere is adequately charged.
- When the battery indicator is amber, you should charge AT&T EverThere right away.
- When the battery indicator is red, the battery charge is low. Charge AT&T EverThere immediately. AT&T EverThere will not function properly without an adequate battery charge.

Battery Indicator	Status*	Action Required
Green	Good	Ready for use
Amber	Moderate	Charge right away
Red	Low	Charge now

*The AT&T EverThere battery is designed to hold a charge for 36 hours but may be reduced as a result of user activity, cellular coverage, talk time, device-specific settings, and device life.

Important: AT&T EverThere requires an adequate battery charge to function properly. Prior to use, please charge AT&T EverThere at least 4 hours. Please review the Important Safety Information section in this user guide for more information.

Cellular Indicator

The cellular indicator on top of AT&T EverThere shows cellular signal strength.

- When the cellular indicator is green, AT&T EverThere has a strong signal.
- When the cellular indicator is amber, AT&T EverThere has a moderate signal.

- When the cellular indicator is red, AT&T EverThere has no signal. Move to an area where you get a cellular signal. AT&T EverThere will not function properly without an adequate cellular signal.

Indicator	Strength*
Green	Strong
Amber	Moderate
Red	No signal

*A cellular signal may not be available in all areas

Important: AT&T EverThere requires an adequate cellular signal to function properly. Check with the Care Center for known coverage limitations. Please review the Important Safety Information section in this user guide for more information.

Emergency Calls

Place a Call Manually

To make an emergency call yourself using AT&T EverThere:

➲ Step 1

Press and hold the call button once.

➲ Step 2

Listen for the message: "Calling the Care Center now. Please hold the device and position the microphone near your mouth to complete your call."

AT&T EverThere is designed so that the Care Center will answer your call, talk to you to assess your needs, and notify emergency services if appropriate.

Automatic Call if a Fall is Detected

When AT&T EverThere detects a potential fall, it is designed to automatically call the Care Center:

1. If AT&T EverThere has detected a potential fall, it will announce: "A fall is detected. Calling the Care Center now. Please hold the device and position the microphone near your mouth to complete your call."

1. If you have fallen and require assistance, push the call button once manually and do not wait for AT&T EverThere to automatically place the call.

Important: AT&T EverThere requires adequate battery charge and cellular signal to make an emergency call. Some falls may not be detected even with adequate battery charge and cellular signal. Please read the Important Safety Information in this user guide to ensure proper use.

Fall detection is not 100% accurate; the call button should be pushed in an emergency.

Audio Messages

AT&T EverThere will deliver an alert tone and the following audio messages to notify you of system changes.

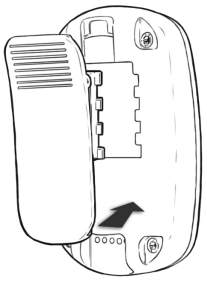
Audio Message	Meaning
"Calling the Care Center now. Please hold the device and position the microphone near your mouth to complete your call."	AT&T EverThere is establishing a connection with the Care Center.
"Ending your call now."	The connection with the Care Center is ending.
"A fall is detected. Calling the Care Center now. Please hold the device and position the microphone near your mouth to complete your call."	AT&T EverThere has detected a fall and is automatically calling the Care Center.
"Your AT&T EverThere is powering off and access to emergency help will be lost. Please confirm by pressing the call button again."	Warning that pushing the call button again will turn AT&T EverThere off and access to emergency help will be lost.
"The Care Center is initiating a call. They will be with you in a moment."	Your response team is calling your AT&T EverThere.
"Charge your AT&T EverThere soon."	AT&T EverThere battery charge is low; place AT&T EverThere in the charger for 4 hours.
"Charge your AT&T EverThere NOW. Access to emergency help will be lost- battery critically low. Please place your AT&T EverThere in the charger now."	AT&T EverThere battery charge is critically low; place AT&T EverThere in the charger immediately and leave in charger for 4 hours.

* Not all audio messages are enabled by default – the Care Center can turn off certain audio messages.

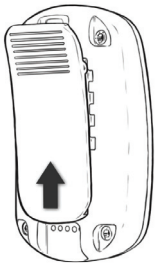
Wearing AT&T EverThere

AT&T EverThere can be worn on a belt using the belt clip, or as a pendant around your neck using the lanyard clip.

Attaching Belt Clip or Lanyard/Clip



1. Align the notched side of the clip with the notched area on the back.
2. Press inward until the clip notches are nested within the AT&T EverThere notches.
3. Firmly push the clip toward the top of the device. It is secure when you hear a click or you can no longer see the notches on the clip.



Removing the Clip

1. Hold AT&T EverThere in your hand as shown, with the call button facing the palm of your hand.
1. Forcefully push downward on the clip with your thumb.

Important: AT&T EverThere requires a vertical position with the call button facing away from the body to operate properly. Please review the Important Safety Information section in this user guide for more information.

Specifications

Your new AT&T EverThere is designed to the following specifications:

Wide Area Cellular Connectivity	2G GSM & 3G WCDMA quad-band 850/900/1800/ 1900MHZ
Location Services	GPS and telco location-based services (AGPS) where adequate signals exist
Audio	Full duplex speakerphone with 90db +/-2db up to 1 meter from device
Automatic Fall Detection	4 sensors Primary/secondary accelerometers, magnetometer and gyroscope for free-fall and 3-dimensional space analysis
Fall Detection Analysis	Fall detection identification based on proprietary algorithms and class libraries establishing individual activity profiles and learning augmentation
Battery Life	36-hour standby battery life; battery life may be reduced as a result of user activity, cellular coverage, talk time, device-specific settings, and device life
Battery Indicator	Light indicates level of battery charge ✷ Green: adequately charged ✷ Amber: moderately charged ✷ Red: low charge
Manual Alert	Mechanical touch button initiates call to the Care Center
Cellular Indicator	Light indicates cellular signal strength ✷ Green: Strong signal ✷ Amber: Moderate signal ✷ Red: No signal
Environment	Water resistant; designed to be worn in the shower. (IP67). Shatter-resistant from 2 meters (IK06). Operational at temperatures from -15°C to 45°C ; maximum charging temperature 29°C.
Dimension	66 x 40 x 19mm (without belt clip or lanyard clip)
Casing	Polycarbonate thermal plastic casing with IK06 rating
Weight	49 grams
Certifications	Federal Communication Commission (FCC), Certificate of European Conformity (CE), Certified Mobile Operator (PTCRB)

AT&T EverThere Customer Agreement

Welcome to AT&T EverThere!

By opening, using, or registering an AT&T Mobile Personal Emergency Response System ("mPERS") device or service, you agree to be bound by the terms of this Agreement. Please read the Agreement carefully. Some key terms include:

- AT&T EverThere is not a medical device and does not provide medical advice, which should be obtained from qualified medical personnel;
- AT&T will provide you with equipment, wireless service, and 24/7 monitoring service;
- The "Services" are provided solely within the United States, Puerto Rico and the US Virgin Islands;
- You must follow the AT&T policies that apply to the services you select. AT&T policies are available online at att.com and att.com/EverThere;
- After your AT&T equipment has been activated and tested, we will monitor signals from your device. We monitor signal information over the AT&T wireless network;
- Our goal is to provide you with excellent customer service using a commercially reasonable level of skill and care, and we hope that you enjoy using our service. We cannot promise you that our monitoring center (also referenced as our "Care Center") will always receive signals, that our monitoring center agents will be able to reach an emergency responder in response to every signal, or that our monitoring service can prevent an incident. Because we cannot make this promise to you, this Agreement limits our potential liability to you and your remedies in the event of a dispute;
- We hope we address all of your service needs. If we have a dispute, we agree to resolve it using individual arbitration instead of a jury trial or class action;
- You agree to notify us about any issue with your equipment within at least one year from activation. We also agree to notify each other about any other dispute within at least one year from the time the dispute arose;
- We are committed to provide you with working equipment, and we will repair or replace equipment that fails to operate within the one year warranty guidelines, subject to the details in this Agreement;
- We bill for our services monthly. If you think there is a problem with your bill, please tell us immediately. Disputes regarding billing must be raised within one hundred (100) days from the date of the bill, or the dispute is waived. If you do not pay your bill, we will not continue to provide you with service.

1. Who are the Parties to this Agreement?

This Agreement is between You and AT&T Mobility, LLC. You are at least 18 years old. You have the authority to consent to this Agreement, and consenting to this Agreement will not violate any other agreement. "You" or "Your" refer to the person buying and/or using or registering the Equipment or Service(s) described below, as well as any third-party end user for whom the person who buys and/or registers the Equipment or Services. "The Company," "we," "our," "us," or "AT&T" refers to AT&T Mobility, LLC.

2. What Documents Make Up This Agreement?

This Agreement consists of the terms and conditions in the User Guide, located in Your device box and available on att.com, along with the terms and conditions in the Customer Service Summary and/or any rate plan or features brochures applicable to the services You have selected.

3. How are the Terms and Conditions of this Agreement Accepted by the Parties?

The Agreement is contained within the device packaging, which has been shrink-wrapped. Both Parties will have accepted this Agreement and be bound by its terms once the shrink-wrap is removed and the device packaging opened. You agree that opening the shrink-wrap—or by otherwise using or registering the mPERS device or EverThere service—constitutes Your legally binding acceptance of the Agreement. If You have purchased, opened, registered, and/or activated the Equipment or Services for use by a third-party end user, You acknowledge that You have accepted this Agreement on that person's behalf, and that person is legally bound by this Agreement.

If You or the end user do not accept this Agreement, do not register it or activate it for service. Instead, return the Equipment in the original packaging (and all accessories) for a full refund of your purchased price. You will not be charged a restocking fee or Early Termination Fee. If You believe that you were erroneously charged any such fees, please contact customer care at 855-324-8077.

4. Consent to Electronic Contact; How AT&T Communicates with You.

It is important that AT&T be able to contact You from time to time. To assist AT&T in reaching You, You agree to give us an email address (Your "Primary Email Address"). You consent to receive emails at Your Primary Email Address for any purpose relating to this Agreement. You also agree that we may call You at the phone numbers You supply us, and You agree that calls may be made using any method, including automatic telephone dialing systems, an artificial or recorded voice, or via text or email messages sent to a wireless device. If Your wireless provider charges You for text or email messages, You are responsible for any such charges.

You agree when You provide us with a wireless phone number that we are authorized to send You service related text messages and service related questions about your device and service experience during the term of this Agreement.

You must notify us immediately if Your Primary Email Address or phone number changes. You agree to regularly check Your email for communications from us.

5. Terms Related to Equipment, Software and Services.

Pursuant to this Agreement, we will provide You with Equipment, Software, and Services. "Equipment" refers to all of the products You buy from us to access and use the Services. "Wireless Service" refers to AT&T's wireless network. "Monitoring Service" refers to the service AT&T supplies for customer care. "Service" includes the Wireless Service, the Monitoring Service, and any other service provided by AT&T under the terms of this Agreement.

We will give You receipts when You buy Equipment. We will also include packing lists when we ship Equipment to You. For Equipment we ship, You will own the Equipment when it is received, is operational, and is communicating with AT&T's monitoring center. You can review the Equipment You are using with Your Services by accessing Your AT&T Account online.

You agree to use the Equipment only for the Services pursuant to this Agreement and not to attempt to modify or repair the Equipment

yourself. We will repair or replace damaged Equipment as explained herein. If the Equipment becomes damaged due to Your intentional acts or negligence as reasonably determined by us, You will be responsible for paying for the repair or replacement of the Equipment. You agree that only AT&T or our agents may service the Equipment.

The Services and Equipment use and include certain software and/or firmware (collectively, the "Software"). Your use of the Equipment constitutes Your consent to any license terms associated with the Equipment, Software, or Services. We may provide Software upgrades, updates, or supplements. You agree that we have the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software at any time.

The Services and Equipment use the AT&T wireless data network ("network"). You must have access to the network to receive Services from us. AT&T does not guarantee availability of its wireless network. Services may be subject to certain Equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside AT&T's coverage area, the functionality of the Equipment and/or Service may be limited or unavailable. Coverage areas vary between AT&T network technologies. See coverage map(s), available at store or from your sales representative, for details or the coverage map at www.att.com/coverageviewer. There are gaps in service within the Wireless Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. Performance may be impacted by transmission limitations, terrain, in-building / in-vehicle use and capacity constraints. AT&T's wireless services are not equivalent to wireline Internet.

AT&T also reserves the right to withhold access to Wireless Services or its network at any time, without notice, in the case of non-payment, improper modification of the Equipment or Software, or if AT&T reasonably suspects fraud or other misuse of the Equipment or Services.

6. Information Tracking and Sharing.

AT&T collects various information about You and Your use of the Services, including but not limited to information about the approximate location of your Equipment in relation to our cell towers and the Global Positioning System (GPS). You agree that all such information may be provided to emergency responders or Your emergency contracts as we reasonably believe is necessary or would be helpful to them in providing you with assistance.

In addition, we use Your location information, as well as other usage and performance information also obtained from our network and your Equipment, to provide you with Service, and to maintain and improve our network and the quality of your wireless experience. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that we may collect and use location information from Equipment. Please visit att.com/privacy to review the terms and conditions and the associated privacy policy to learn how AT&T handles Your personal information, including location information.

You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record cellular transmissions related to the Services, as well as conversations with you or others. That information and/or recordings or transcriptions of cellular transmissions or conversations may be shared with emergency responders or Your emergency contacts as we reasonably believe is necessary or would be helpful to them in providing you with assistance.

You agree that AT&T is not responsible for the loss or disclosure of any sensitive information that You transmit.

7. Monitoring Services.

We will monitor signals from the Equipment during the term of this Agreement. After the Equipment is operational, and is communicating with AT&T's monitoring center, we will begin customer monitoring. You agree to provide us with emergency contact information and to update that information. You agree that any person that You have designated as an emergency contact is authorized to act on Your behalf, and has the authority to cancel an alarm prior to the notification of emergency responders. We are entitled to rely on Your emergency contact information and the instructions of any such person(s). You acknowledge and agree that we may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders or other verification procedures in response to monitored alarms. You agree that we may, in our reasonable discretion, attempt to contact You and/or persons identified as verification or emergency contacts to verify that a signal is not a false alarm. IF WE HAVE REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, WE MAY ELECT, IN OUR REASONABLE DISCRETION, NOT TO DISPATCH EMERGENCY AUTHORITIES AND/OR NOT TO FOLLOW THE NOTIFICATION OR VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS. We shall not be liable for any failure to contact You or any person identified as an emergency contact.

You understand that (a) the Equipment primarily communicates with our monitoring center over the network; (b) communications over the network may be interrupted, delayed or otherwise limited for a variety of reasons, including poor cellular coverage, environmental conditions, unavailability of radio frequency channels, system capacity, and priority access by emergency responders in the event of a disaster or emergency. You understand that poor cellular coverage or other network problems may result in an inability to place a call, automatically detect a fall, and/or properly locate You in the event of an emergency. You understand that no form of monitoring is error-free and that we are not responsible for any interruption of Services due to network outages, faulty equipment, faulty transmission, power outages, other interruptions in wireless service or broadband service, systems that have been tampered with or any damage or destruction to our equipment or facilities. We are not required to supply monitoring service to You while any such interruption continues.

YOU UNDERSTAND AND AGREE THAT WE WILL NOT RECEIVE ALARM SIGNALS FROM THE EQUIPMENT IF THE NETWORK IS NOT WORKING PROPERLY, SIGNALS ARE INTERRUPTED, OR IF CHANGES IN THE NETWORK PREVENTS THE EQUIPMENT FROM COMMUNICATING WITH THE MONITORING CENTER. YOU ARE RESPONSIBLE FOR TESTING THE EQUIPMENT REGULARLY, AND FOR TESTING

THE EQUIPMENT AFTER ANY STORM, POWER OUTAGE, NETWORK OUTAGE, OR WHEN ANY CHANGES ARE MADE TO THE NETWORK, IN ORDER TO VERIFY THE CONTINUED FUNCTIONING OF THE EQUIPMENT.

You are responsible for complying with any applicable requirements to test the Equipment, including notifying the local emergency responders, if applicable. You will immediately notify us if You are having any problems with the Equipment or the Services. You are also responsible for ensuring that the Equipment is properly charged; low battery may result in the inability to place a call, automatically detect a fall, and/or properly locate You in the event of an emergency.

You acknowledge that AT&T EverThere Equipment and/or Services is not a replacement for Your regular contact with caregivers or to access to means of placing an emergency call. If You experience an emergency or a fall that causes actual or potential injury, do not wait for the automatic call. Instead, always press the call button manually if You are able, and in an emergency, provide the response team with as much as information regarding Your location.

You further acknowledge that neither AT&T EverThere nor AT&T employees provide medical advice. You should always consult Your physician or other healthcare professional with any questions regarding any medical or mental health condition or for specific guidance regarding nutrition or physical activity.

8. False Alarms.

In the event a responder is dispatched by a governmental authority or third party to respond to an event in which no emergency condition exists (a "false alarm"), You shall be solely responsible for and pay any and all fees and/or fines assessed with respect to the false alarms. In the event that AT&T is assessed any fees or fines in connection with a false alarm concerning You, You agree to reimburse and indemnify AT&T for any such fees or fines.

9. Legal Compliance.

You expressly agree that You are subject to and will comply with all applicable laws and regulations related to your use of the Services and the Equipment.

You acknowledge that AT&T may be required by applicable law to disclose communications and records stored by AT&T, including communications related to your use of the Services and the Equipment, to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. You consent to such disclosure.

The Software, Services, and Equipment are protected by trademark, copyright, patent and/ or intellectual property laws and international treaty provisions, with which You agree to comply. You are granted a limited, personal, non-transferable, non-exclusive, and revocable right to use the object code of the Software. You shall not take any action nor allow anyone else to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to disclose any Software source.

You agree to comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Access Control (OFAC) of other United States or foreign agency or authority, and shall not export or allow the export or re-export of the Software in violation of any such restrictions, laws, or regulations. By downloading or using the Software, You

represent that You are not located in, under the control of, or a national or resident of a restricted country.

10. Commitment Term.

Your Agreement begins when the Equipment is activated, operational, and communicates with AT&T's monitoring center, and continues month-to-month or for an eleven-month term, depending on the plan purchased ("Term"). AT THE END OF THE TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL TERMINATED BY YOU OR BY AT&T. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE APPLICABLE TERM. If you buy additional Equipment from us after the Term begins at a discounted or subsidized price, you agree to restart the Term from the date of such purchase.

11. Getting to Know Us Period.

Until the Equipment has been registered and activated for Services, you may return the Equipment for a full refund of your purchased price in the event you do not agree with the terms of the Agreement. In this instance, You will not be charged a restocking fee or Early Termination Fee for returning the Equipment.

You may also return the Equipment and terminate this Agreement for any other reason within fourteen days after the Equipment has been registered and activated for Services. In this instance, You will be charged a restocking fee, the greater of $35 or 10% of the purchase price. You will not be charged an Early Termination Fee.

If You believe that you were erroneously charged a restocking fee or Early Termination Fee, please contact customer care at 855-324-8077.

12. Early Termination Fee.

If You terminate Services before the end of the Term, You will pay an Early Termination Fee ("ETF"). Your maximum ETF will be one hundred fifty dollars ($150.00), which will be reduced by four dollars ($4.00) for each full month You maintain Services before termination. The ETF is not a penalty; it is a charge to compensate us for Your failure to maintain Services for the Term. It also provides an alternative method of performance of Your obligation to pay the monthly service fee.

You will also be charged an ETF if we terminate Your Services for nonpayment or default before the end of the Term or if You terminate Your Services for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms or conditions as set forth below.

In addition to the ETF, in the event of a termination, You are also responsible for paying for all applicable taxes and governmental fees and surcharges, as well as all other charges and fees imposed by AT&T that are incurred and owed under Your Agreement. You agree that there is no proration of such charges and fees if Service is terminated on other than the last day of your billing cycle.

13. Termination.

Either party may terminate this Agreement at any time after the Term ends with thirty (30) days' notice to the other party. We may terminate this Agreement at any time without advance notice if we cease to provide Services in Your area. We may suspend or terminate Your Services without advance notice:

a. for any conduct that we reasonably believe violates this Agreement;

b. if You behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives;

c. if we discover that You are underage;

d. if You fail to make all required payments when due;

e. if we have reasonable cause to believe that Your Equipment is being used for an unlawful purpose; in addition, we reserve the right to contact law enforcement or, in our sole discretion and without advance notice, to immediately disable the Services;

f. If Your use of the Equipment or the Services: (i) is harmful to, interferes with, or may adversely affect our Services or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by others, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk, or a violation of privacy;

g. if You provided inaccurate credit information;

h. we believe Your credit has deteriorated and You refuse to pay any requested advance payment or deposit; or

i. if AT&T reasonably determines that You have misused the Equipment or Services, including but not limited to by failing to provide updated emergency contact numbers or by generating an excessive number of false alarms.

If You accept a new Agreement before the end of Your original Term, but You later terminate the new Agreement within fourteen (14) days as allowed above, the new Agreement will terminate and You agree to be bound to the terms and conditions of Your original Agreement, including any remaining Term.

In the event AT&T discontinues the Service or Equipment, AT&T may cancel Your Service upon thirty (30) days' notice even if Your original Term has not yet expired. Upon such termination, You are relieved of any further obligations for payment for the Service and you may keep the Equipment.

14. Charges, Billing, Payment, and Changes to Terms and Rates.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices.

Charges

You are responsible for paying all charges for, or resulting from, Services provided under this Agreement, including any upfront or activation fees that may apply. You will receive monthly bills that are due in full. If the Equipment you order is shipped to you, your Services may be activated before you take delivery of the Equipment so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Equipment is still in transit. If, upon receiving your first bill, you have been charged for Services while your Equipment was in transit, you may contact Customer Care at 855-324-8077 to request a credit.

Charges may include, without limitation, monthly service charges; activation, equipment, and late payment charges; surcharges; optional feature charges; reconnection, restoral and reactivation charges; applicable federal, state, local, and municipal taxes (however designated), permitting and regulatory fees, and any other fees and or surcharges or assessments of any municipal, local, state, and federal government, whether assessed directly upon You or on AT&T. AT&T may also impose the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations

and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and Individual Responsibility User (IRU) lines, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Allotment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User's assigned number. These fees are not taxes or government-required charges. Above estimates based on highest tax/fee/surcharge rates assessed in your state; actual charges may vary. See att.com/AdditionalCharges. As noted above, You are also responsible for any fines or fees assessed either on You or AT&T in connection with a false alarm triggered by Your equipment.

We will use Your billing address to determine which jurisdiction's taxes and assessments to collect. Prices may vary by market. You will be responsible for paying any government imposed fees and taxes that become due retroactively. You must live and have a mailing address within the network coverage area to receive Services.

Billing

Except as provided below, monthly Services and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of Your billing cycle. You agree to pay for all Services. You initially will receive a paper bill for Service; however, we reserve the right to send You an online bill, instead of a paper bill, for Service in the future. You remain responsible for paying Your monthly Services fee even if Your Services are suspended for nonpayment. We will not increase Your monthly service fees during Your Term; however, You may elect to purchase additional services that may increase Your monthly fees.

IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST NOTIFY US IN WRITING AT AT&T BILL DISPUTE, 1025 LENOX PARK, ATLANTA, GA 30319 WITHIN 100 DAYS OF THE DATE OF THE BILL OR YOU'LL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

You understand and agree that governmentally imposed fees, whether or not assessed directly upon You, may be increased based upon the government's or our calculations.

Deposit; Advance Payment

We may require You to make deposits or advance payments for Services, which we may offset against any unpaid balance on Your account. We do not pay You interest on any advance payments or deposits You make to us unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on Your creditworthiness as we determine it, we may establish a credit limit and restrict Services or features. If Your account balance goes beyond the limit we set for You, we may immediately interrupt or suspend Services until Your balance is brought below the limit. Any charges You incur in excess of Your limit become immediately due. If You have more than one account with us, we reserve the right to require You to keep all AT&T accounts in good standing to maintain Services. If one account is past due or over its limit, then subject to applicable law, we reserve the right to interrupt or terminate other accounts in Your name. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

Payment; Late Payment Fee; Collection Fee

You agree that for if You do not pay us on time or if You pay less than the full amount

due, that AT&T reserves the right to charge a late fee of $5.00 for each month that payment is not received and/or interest on the unpaid amount. We also reserve the right to refer Your account(s) to another party for collection, and to impose the maximum amount permitted by applicable law.

We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts that we deem appropriate.

If You fail to pay billed charges when due and it becomes necessary for AT&T to refer Your account(s) to a third party for collection, AT&T will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18%, to cover the internal collection-related costs AT&T has incurred on such account(s) through and including the date on which AT&T refer(s) the account(s) to such third party.

You authorize and agree to contact from AT&T and/or its outside collection agencies, outside counsel, or other agents in connection with all matters relating to unpaid past due charges billed by AT&T. You agree that contacts to collect unpaid past due charges may be made to any mailing address, telephone number, wireless number, or any e-mail address, that You have provided, or may in the future provide, to AT&T. You agree and acknowledge that any e-mail address that You provide to AT&T is Your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, You agree that in addition to individual persons attempting to communicate directly with You, any type of contact described above may be made using pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

Payment by Credit Card or Check Fee; Returned Check Fee

If You use a credit card to pay for Services, Your use of the card is governed by the card issuer agreement, and You must refer to that agreement for Your rights and responsibilities as a cardholder. If we do not receive payment from Your credit card issuer or its agents, You agree to pay all amounts due upon demand.

If You pay us by check, You authorize us to collect Your check electronically. You agree that You may not amend or modify this Agreement or Your obligations under this Agreement with any restrictive endorsements (such as “paid in full”), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations have no legal effect.

We may charge You a fee for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

Changes in Terms and Rates

We may change any terms, conditions, rates, fees, expenses, or charges regarding Your services at any time. We will provide You with notice of material changes (other than changes to governmental fees or surcharges, proportional charges for government mandates, and any applicable roaming rates or administrative charges) either in Your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not directly assessed upon You, may be

increased based upon the government's or our calculations.

IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR RATE PLAN APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE'LL PROVIDE YOU WITH PRIOR WRITTEN NOTICE (EITHER THROUGH A NOTICE WITH YOUR BILL OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE, PROVIDED THAT YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE.

If You lose Your eligibility for a particular rate plan, we may change Your rate plan to one for which You qualify.

15. Discounts and Promotions.

You may receive certain discounts or other benefits because You purchase Services as part of a bundled offering with services provided by other AT&T affiliates or because You agree to have the charges for Your Services, billed ("Joint Billing") by an AT&T affiliate company ("Affiliate"). If You change or disconnect one or more of the services in the applicable bundle, or if You cancel Joint Billing Your rates will be adjusted without advance notice to a rate plan for which You qualify. If You receive Services under a promotion, after any promotional period ends, regular monthly charges for the Services will apply.

16. Access to Account.

You expressly authorize us to act upon the direction of a person You have authorized to make changes to Your account using authentication information that we determine is appropriate. Such action may include providing information about the account or making changes to Your account.

17. Assignees and Subcontractors.

We may transfer or assign this Agreement to any other service provider, financial institution or other entity. Upon assignment to another service provider, AT&T will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else unless we approve the transfer.

18. Dispute Resolution By Binding Arbitration.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling Customer Care at (855) 324-8077. In the unlikely event that AT&T's customer service department is unable to resolve a complaint to Your satisfaction (or if AT&T has not been able to resolve a dispute it has with You after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration, You are entitled to recover attorneys' fees from AT&T to at least the same extent as You would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what AT&T has offered You to settle the dispute.

Arbitration Agreement

(1) Except for claims arising from bodily injury or death, AT&T and You agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or other emotional injury arising from the economic relationship between us;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T," "You," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Equipment under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, any State agency that licenses alarm monitoring companies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, You and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and You do not reach an agreement to resolve the claim within 30 days after the Notice is received, You or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms.

(3) After AT&T receives notice at the Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than $75,000. (The filing fee currently is $200, but is subject to change by the arbitration provider. If You are unable to pay this fee, AT&T will pay it

directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800- 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for $10,000 or less, we agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse AT&T for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than $75,000, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay You the amount of the award or $10,000 ("the alternative payment"), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under

the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during Your Term, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

19. Limited Liability.

IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS AGREEMENT. IF YOU INCUR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM ANY OF THE SERVICES WE PERFORM OR FROM ANY OF THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, OR IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE TOTAL MONTHLY SERVICE CHARGES THAT YOU HAVE PAID TO US UNDER THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY; RATHER, THEY ARE YOUR SOLE REMEDY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, EVEN IF CAUSED BY OUR NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT, IF YOU FALL, TRIGGER AN ALERT, OR PLACE A CALL, THAT EMERGENCY RESPONDERS WILL BE SUMMONED OR THAT YOU WILL BE FOUND. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

(a) act or omission of a third party;

(b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;

(c) damage or injury caused by the use of Services, Software, or Equipment, including use in a vehicle;

(d) claims against you by third parties;

(e) damage or injury caused by a suspension or termination of Services or Software by AT&T; or

(f) damage or injury caused by failure or delay in contacting any emergency service.

Notwithstanding the foregoing, if Your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue You, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to You for Service failures is limited solely to the credit set forth above.

Unless prohibited by law, AT&T isn't liable for any indirect, special, punitive, incidental or consequential losses or damages that You or any third party may suffer by use of, or inability to use, Services, Software, or Equipment provided by or through AT&T or by any billing disputes under this Agreement, including loss of business or goodwill, revenue or profits, or claims of personal injuries or death.

To the full extent allowed by law, You hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by You of this Agreement. This obligation shall survive termination of Your Service with AT&T. AT&T is not liable to You for changes in operation, equipment, or technology that cause your Equipment or Software to be rendered obsolete or require modification.

AT&T is not responsible for damages, and disclaims any warranties, express or implied, including but not limited to claims relating to fall detection, GPS, water resistance, battery, coverage of wireless service, or issues related to emergency services dispatch. In particular, AT&T does not manufacture the Equipment provided to You and thus provides no warranties, whether express or implied, regarding Your Equipment.

SOME STATES, INCLUDING THE STATE OF KANSAS, DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE

20.INDEMNIFICATION.

IF ANYONE OTHER THAN YOU (INCLUDING ANYONE WHO MAY USE THE AT&T EVERTHERE DEVICE AND ACTIVATE SERVICES), ASKS US TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INVASION OF PRIVACY OR ANY SIMILAR TORT) CONNECTED WITH OR RESULTING FROM (i) DEALER'S BREACH OF THIS AGREEMENT OR A FAILURE OF THE SERVICES, (ii) OUR NEGLIGENCE, (iii) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF OURS IN PROVIDING THE EVERTHERE DEVICE OR SERVICES, OR (iv) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, YOU WILL PAY US (A) ANY AMOUNT WHICH A COURT ORDERS US TO PAY OR WHICH WE REASONABLY AGREE

TO PAY, AND (B) THE AMOUNT OF OUR REASONABLE ATTORNEYS' FEES AND ANY OTHER LOSSES OR COSTS THAT WE MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES.

As noted above, You also agree to indemnify AT&T for any fees or fines imposed upon AT&T in connection with any false alarms resulting from Services or Equipment provided to You.

21. Hold Harmless.

IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARISING OUT OF THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD US COMPLETELY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM INCLUDING YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

22. Time to Seek Action.

YOU AGREE TO INITIATE ANY ACTION YOU MAY HAVE AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

23. No Other Warranties.

AT&T MAKES NO GUARANTEE OR FURTHER WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT.

24. Assignment.

You may not assign this Agreement without our written consent.

25. Choice of Law.

This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions, except to the extent such law is preempted or inconsistent with applicable federal law.

26. Entire Agreement.

THIS DOCUMENT CONSTITUTES OUR ENTIRE AGREEMENT. YOUR ACCEPTANCE MEANS YOU AGREE WITH ALL TERMS. WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN EVEN IF YOU SUBMITTED A PURCHASE ORDER OR OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF AN ARBITRATOR OR A COURT DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, EXCEPT FOR SECTION 18, SUBPARAGRAPH (6), THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOWEVER, EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.

Numera Warranty

Hardware

AT&T does not manufacture or provide any warranty, whether express or implied, regarding the Equipment provided to you. Instead, the manufacturer, Numera, warrants to the end user (customer) that this hardware product - which comprises the AT&T EverThere interface device and product accessories - will be free from defects in workmanship and materials, under normal use and service, for 12 months from the date of activation from AT&T or its authorized reseller.

Numera's sole obligation under this express warranty shall be, at AT&T's option and expense, to repair the defective product or part, deliver to customer an equivalent product or part to replace the defective item, or, if neither of the two foregoing options is reasonably available, AT&T may, in its sole discretion, refund to customer the purchase price paid for the defective product. All products that are replaced will become the property of AT&T and/or Numera. Replacement products may be new or reconditioned. Numera warrants any replaced or repaired product or part for 12 months from shipment, or the remainder of the initial warranty period, whichever is longer.

The warranty does not cover:

- Defects or damage as the result of use of the product in other than its customary purpose.
- Defects or damage from misuse, accident, water, or neglect.
- Product subjected to unauthorized product modifications.
- Product that has had its serial number removed or made illegible.
- Freight costs to repair center.
- Product which, due to illegal or unauthorized alteration of the software/ firmware in the product, does not function in accordance with AT&T's published specifications of the FCC type acceptance labeling in effect for the product at the time the product was initially distributed from AT&T.
- Scratches or cosmetic damage to the product surface that does not affect operation of the product.
- Normal and customary wear and tear.

Exclusive Remedy

If the Equipment does not operate as warranted above, customer's sole remedy for breach of that warranty shall be repair, replacement, or refund of the purchase price paid, at the option of AT&T. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed. Neither Numera nor AT&T assumes or authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance, or use of its products.

Numera shall not be liable under this warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or was caused by customer's or any

third person's misuse; neglect; improper installation or testing; unauthorized attempts to open, repair, or modify the product; any other cause beyond the range of the intended use; or by accident, fire, lightning, other hazards, or acts of God.

Limitation of Liability

To the full extent allowed by law, Numera and AT&T also exclude for itself and their suppliers any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of its products, even if AT&T or its authorized reseller has been advised of the possibility of such damages, and limits its liability to repair, replace, or refund of the purchase price paid, at the option of AT&T. This disclaimer of liability for damages will not be affected if any remedy provided herein shall fail of its essential purpose.

Disclaimer

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the applicable written warranty.

This warranty gives you specific legal rights, which may vary depending on local law.

Governing Law

This limited warranty shall be governed by the laws of the State of Delaware, USA, excluding its conflicts of laws and principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

FCC Part 15

This device complies with Part 15 of the FCC Rules.

- This device may not cause harmful interference, and
- This device must accept any interference received, including interference that may cause an undesirable operation. This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules, and the Canadian Department of Communications Equipment Standards titled, "Digital Apparatus," ICES-003. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:
- Reorient or relocate the receiving antenna
- Increase the separation between the equipment and receiver. Connect the

equipment into an outlet that is on a different circuit from the one to which the receiver is connected.

The information in this document is subject to change without notice and does not represent a commitment on the part of AT&T. No warranty or representation, either expressed or implied, is made with respect to the quality, accuracy, or fitness for any particular purpose of this document. AT&T reserves the right to make changes to the content of this document and/or the devices In no event will AT&T be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use this device or documentation, even if advised of the possibility of such damages.

Package Disposal

	External Packaging Cardboard, Recycle
	Internal Packaging Blister Pack: Polyethylene terephthalate, Recycle

Battery Guidelines

- Do not disassemble, open, crush, bend, deform, puncture or shred battery.
- Do not modify or remanufacture, attempt to insert foreign objects into the battery, immerse or expose to water or other liquids, expose to fire, explosion or other hazard.
- Only use the battery with a charging system that is supplied with the product which is qualified with the system per CTIA Certification Requirements for Battery System Compliance to IEEE 1725. Use of an unqualified battery or charger may present a risk of fire, explosion, leakage, or other hazard.
- Promptly dispose of used batteries in accordance with local regulations.
- Avoid dropping the device or battery. If the device or battery is dropped, especially on a hard surface, and you suspect damage to the battery, contact your support center for instructions.
- Improper battery use may result in a fire, explosion or other hazard.
- The device may only be charged via the charger's power port using the AT&T EverThere charger and IEEE 1725 certified wall charger included with the product.

Device Disposal

The European Union (EU) has issued a directive on waste electrical and electronic equipment (WEEE) intended to mitigate the impact of WEEE on the environment.

	The WEEE symbol indicates that this product should NOT be disposed of with your household waste. This product should be handed over at a designated collection point, or to an authorized collection site for recycling waste electrical and electronic equipment (EEE).
	Improper handling could have a possible negative impact on the environment and human health due to potentially hazardous substances that are generally associated with EEE. Additionally, proper disposal of this product will contribute to the effective use of natural resources. For more information about where you can drop off your waste equipment for recycling, please contact your local city office, waste authority, or your household waste disposal service.

Symbols Used

On packaging, labeling and in parts of this user guide, you may encounter the following symbols shown here with their meaning:

	Caution - there are specific warnings and precautions associated with the use of this device
	Manufacturer
	Waste Electrical and Electronic Equipment directive requiring proper disposal
	This product is certified for both the U.S. and Canadian markets, to the applicable U.S. and Canadian standards.
	This product has been assessed and found to comply against the following Standards; EN 301 908-1 V 5.2.1 (2011-05), EN 301 908-2 V 5.4.1 (2012-12)EN 301 511 V9.0.2 (2003-03)EN 301 489-7/24 V2.1.1 (2009-05)
	This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules

Exchanges/Returns

If exchanging the device please follow below:

1. If the unit is defective please call Customer Support at (855) 324-8077 to arrange for a replacement device to be sent.
2. Once the replacement device is received:
   a. Charge the new device for 4 hours.
   b. Activate the new device, as per the instruction in the Quick Start Guide or User Guide.
3. Place defective device with the original packaging, accessories, Quick Start Guide and User Guide in the shipping box.
4. Seal the shipping box.
5. Place provided postage paid return label on top of the original shipping label (note: the return label will be included in the package with the replacement device).
6. Call 1.800.GoFedEx (1-800-463-3339) to schedule a pick up or You may drop the package at the nearest FedEx location.
7. Any questions please call Customer Care at 855-324-8077.

If returning your equipment and cancelling your service:

1. Please call Customer Care at 855-324-8077 to cancel your service.
2. Place device with the original packaging, accessories, Quick Start Guide and User Guide in the box.
3. Seal the shipping box.
4. Place provided postage paid return label on top of shipping label.
5. Call 1.800.GoFedEx (1-800-463-3339) to schedule a pick up or You may drop the package at the nearest FedEx location.
6. Any questions please call Customer Care at 855-324-8077.

For Customer Support Call:

(855) 324-8077

Mon-Fri 8am-8pm EST

Sat 8am-4pm EST

or visit: att.com/EverThere

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